

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DIRECT GENERAL INSURANCE)
COMPANY,)
)
Plaintiff,)
)
v.) CIVIL ACTION FILE
)
 NO. 1:23-CV-03491-ELR
)
CHRISTOPHER EVANS and POLINA)
DENISSOVA, individually and as)
co-administrators of the)
ESTATE of ANDREW EVANS, ROGER)
HARTSFIELD, and D. MAX HIRSH,)
as administrator of the ESTATE)
OF SHANNON HARTSFIELD,)
)
Defendants.)

* * *

Videotaped Zoom Deposition of
JEANNA MATOY

April 16, 2024
10:02 a.m.

Zoom Deposition Originating From
Legal Technology Services
4470 Atlanta Highway, Suite A
Loganville, GA

By Kerry A. Anderson, RPR, CCR B-1878

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**EXHIBIT
B**

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1 A Underinsured motorist coverage.

2 Q Okay. And what does that mean to you?

3 A They have additional coverage for their --
4 their -- the people in their vehicle.

5 Q So that's -- Country Financial Insurance
6 Company has insurance that covers the people in that
7 vehicle?

8 A Correct.

9 Q Is that what you're telling us?

10 A Yes.

11 Q And that would be separate from the
12 insurance that Direct General has?

13 A Correct.

14 Q Is that your understanding?

15 A Yes.

16 Q Did she tell you anything about the
17 accident, or anything, that you -- based on this note?

18 A We probably discussed what happened. But I
19 asked her to send the police report so I could verify
20 what happened.

21 Q And at this point, based on this note
22 entry -- we'll keep going -- did Mr. Hartsfield call
23 you back?

24 A Based on this note, no.

25 Q It says "Taking care of property damages."

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1 Q Was this the letter that you referred to
2 previously that Ellen Greer and Andy Quackenbush had
3 reviewed?

4 A Yes.

5 Q Was this letter in response to the time
6 limit demands?

7 A Yes.

8 Q Was this letter sent out within 30 days of
9 the time limit demand?

10 A Yes.

11 Q Now, you didn't attend the global settlement
12 conference; correct?

13 A The file was transferred to me [sic] prior
14 to the global settlement conference.

15 MR. JURMAN: Let's -- why don't we take
16 five so I can review my notes, please.

17 (A discussion ensued off the record.)

18 THE VIDEOGRAPHER: Off the record at
19 12:21 p.m.

20 (A recess was taken from 12:21 p.m. to
21 12:28 p.m.)

22 THE VIDEOGRAPHER: On the record,
23 12:28 p.m.

24 MR. JURMAN: I have no further
25 questions at this time, but I do reserve my right to

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1 MR. JURMAN: Objection.

2 THE WITNESS: To protect our insured's

3 interest.

4 BY MR. DOLDER:

5 Q And protect the insured from what?

6 A A lawsuit and excess verdict.

7 Q Precisely. Okay. And would you agree that

8 as a claims representative, you know that you should

9 settle a claim if liability is reasonably clear,

10 there's a risk to the insured of a judgment in excess

11 of policy limits, and there is an opportunity to

12 settle that claim within policy limits?

13 MR. JURMAN: Objection.

14 THE WITNESS: Yes.

15 BY MR. DOLDER:

16 Q And when you're deciding whether to settle a

17 claim, do you agree that you should give the insured's

18 interest equal consideration as to Direct General's

19 interest?

20 MR. JURMAN: Objection.

21 THE WITNESS: Yes.

22 BY MR. DOLDER:

23 Q Have you heard of the equal consideration

24 rule? Is that something you learned about as a claims

25 representative?

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1 Q And would you agree that one reason to
2 evaluate liability is to determine whether it's
3 appropriate to settle a claim?

4 A Yes.

5 Q And we have thrown around the word claimant
6 today. But a claimant is the person who is alleged to
7 have been injured by the insured; correct?

8 A Yes.

9 Q All right. And you know in your experience
10 that claimants or their attorneys will often demand
11 that the insurance company pay a certain amount of
12 money to settle a claim; right?

13 MR. JURMAN: Objection.

14 THE WITNESS: In their letters, yes,
15 they can demand a certain amount.

16 BY MR. DOLDER:

17 Q Demand letters?

18 A Correct.

19 Q And demand letters are a pretty common
20 feature of your work in the insurance industry?

21 MR. JURMAN: Objection.

22 THE WITNESS: Yes.

23 BY MR. DOLDER:

24 Q And often these demands will threaten to sue
25 the insured if the insurance company does not pay the

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1 amount demanded; correct?

2 MR. JURMAN: Objection.

3 THE WITNESS: Yes.

4 BY MR. DOLDER:

5 Q All right. And often these demands are time
6 limited; correct?

7 MR. JURMAN: Objection.

8 THE WITNESS: Yes.

9 BY MR. DOLDER:

10 Q And by time limited they have -- I mean they
11 have deadlines; right?

12 MR. JURMAN: Objection.

13 THE WITNESS: Correct.

14 BY MR. DOLDER:

15 Q Okay. And in your 40 years, you've probably
16 seen thousands of time-limited demands for policy
17 limits in your work; correct?

18 MR. JURMAN: Objection.

19 THE WITNESS: Yes.

20 BY MR. DOLDER:

21 Q There's nothing unusual in your work about
22 receiving time-limited demands?

23 MR. JURMAN: Objection.

24 THE WITNESS: No.

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1 BY MR. DOLDER:

2 Q And that's true in all of those states in
3 which you adjust claims; correct?

4 MR. JURMAN: Objection.

5 THE WITNESS: Yes.

6 BY MR. DOLDER:

7 Q Was that a yes?

8 A Yes.

9 Q All right. Now, in determining whether to
10 accept a time-limited demand, you consider whether
11 there's coverage; correct?

12 A Yes.

13 Q And in determining whether to accept a
14 time-limited demand, you consider the strength of the
15 liability case against your insured; correct?

16 A Could you rephrase that question.

17 Q Yeah. In determining whether to accept a
18 time-limited demand, you consider whether your
19 evaluation indicates that the insured is at fault for
20 the accident?

21 A Yes.

22 Q Okay. And in determining whether to accept
23 a time-limited demand, you consider the risk to the
24 insured of a judgment in excess of policy limits;
25 correct?

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1 A Yes.

2 Q So here we have a -- all right. That's you
3 making an entry on August 2, 2018; correct?

4 A Yes.

5 Q All right. And so by this time, August 2,
6 2018, had you conducted your coverage evaluation?

7 A Yes.

8 Q Okay. And so Shannon Hartsfield was covered
9 for the wreck that took place on July 27, 2018;
10 correct?

11 A Yes.

12 Q And here we have an entry from you also
13 dated August 2, 2018, and it's on Bates stamp page --
14 excuse me -- 6308. And do you see here where it says
15 "Insured 100 percent"?

16 A Yes.

17 Q Okay. And does that mean your investigation
18 and evaluation had determined that Shannon Hartsfield
19 was 100 percent at fault?

20 A Yes.

21 Q For the wreck?

22 A Correct.

23 Q Yes. Thank you. And it says "claimant
24 zero." Does that mean that you determined that Andrew
25 Evans was blameless for the accident?

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1 A He's a passenger, a negligent-free passenger
2 in our car. Yes.

3 Q Negligent free?

4 | A Correct.

5 Q Okay. So he bore no fault for the accident;
6 correct?

7 A Yes.

8 Q Let's go back -- all right. I'm going back
9 in time a little bit. Sorry. But we've got this
10 entry also, August 2, 2018, at 12:18. And you told
11 Mr. Hartsfield that the policy limits were not enough
12 to compensate all the injured claimants; is that
13 correct?

14 A Yes.

15 Q Okay. And so at this point you had
16 determined that this claim was going to vastly exceed
17 policy limits; correct?

18 MR. JURMAN: Objection.

19 THE WITNESS: Yes.

20 BY MR. DOLDER:

21 Q In fact, it was kind of a no-brainer, wasn't
22 it?

23 MR. JURMAN: Objection.

THE WITNESS: Not necessarily. We

25 still had other folks in the other car that we needed

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1 to determine their injuries.

2 BY MR. DOLDER:

3 Q But even without those injuries, the three
4 deaths vastly exceeds policy limits; right?

5 MR. JURMAN: Objection.

6 THE WITNESS: Yes.

7 BY MR. JURMAN:

8 Q That was a no-brainer; right?

9 MR. JURMAN: Objection; asked and
10 answered.

11 BY MR. DOLDER:

12 Q Was it an obvious policy-limit claim?

13 MR. JURMAN: Objection.

14 THE WITNESS: We were still
15 investigating at this specific time. But, yes.

16 MR. DOLDER: Kerry, what exhibit are we
17 on?

18 THE STENOGRAPHER: I've got Rory going
19 through 12.

20 MR. DOLDER: Okay.

21 MR. JURMAN: We're on 13, Rich.

22 MR. DOLDER: Thank you.

23 BY MR. DOLDER:

24 Q All right. So I'm going to mark as 13,
25 looks like, a fax to Jeanna Matoy from Montlick &

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1 matching note in my file when I received it.

2 BY MR. DOLDER:

3 Q Well, do you remember looking at a note
4 with -- a claim note with Mr. Jurman that -- where you
5 stated you reviewed the demand on August 10?

6 A Correct.

7 Q So is this the demand you reviewed on August
8 10?

9 A Yes.

10 Q And this is a time-limited demand; correct?

11 A Yes.

12 Q And it's a offer to settle the wrongful
13 death claim of Andrew Evans; correct?

14 A Yes.

15 Q Okay. Now, at this time in 2018, August
16 2018 -- 2018, excuse me -- had Direct General
17 communicated to you procedures for handling demands on
18 an obvious policy-limit claim?

19 MR. JURMAN: Objection.

20 THE WITNESS: We were still
21 investigating the claim. So, yes, once -- I just note
22 that the demand came in and notify everybody that we
23 have a policy limits demand.

24 BY MR. DOLDER:

25 Q Okay. But -- and my question's a little

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1 BY MR. DOLDER:

2 Q Did -- in your view was this demand
3 unreasonably early?

4 MR. JURMAN: Objection.

5 THE WITNESS: Demands come in at all
6 times during a life of a claim file.

7 BY MR. DOLDER:

8 Q And you have handled death claims where you
9 get demands within weeks of the accident; correct?

10 A Yes.

11 Q So this wasn't an unusual situation, was it?

12 A No.

13 MR. JURMAN: Objection.

14 BY MR. DOLDER:

15 Q Did you have anything -- well, scratch that.
16 Let me start over.

17 Did you yourself accept this demand?

18 MR. JURMAN: Objection.

19 THE WITNESS: I let everybody know that
20 the claim -- the demand came in.

21 BY MR. DOLDER:

22 Q Whose decision was it, if you know, to
23 decide whether to accept or not the demand?

24 A At this point when I got this letter that
25 you're talking about, we were still investigating the

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1 only."

2 Do you see that?

3 A Yes.

4 Q Now, I remember you indicating to Mr. Jurman
5 when you were looking at the claim notes that it was
6 your belief that this demand was for \$100,000;
7 correct?

8 A Policy -- yes, policy limits.

9 Q Okay. So you thought that Direct General
10 was going to have to pay \$100,000 to meet the terms of
11 this demand?

12 MR. JURMAN: Objection.

13 THE WITNESS: It's what the attorneys
14 ask for. We have a \$50,000 policy limit.

15 BY MR. DOLDER:

16 Q Okay. Now, but do you see where the
17 attorney writes in the letter that your company has
18 not divulged said coverage amount in writing? Do you
19 see that?

20 A Yes.

21 Q So did you take that to mean that he didn't
22 know what the coverage policy limits were at the time?

23 MR. JURMAN: Object.

24 THE WITNESS: I had sent him a copy of
25 the policy.

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1 I'm sorry. Have you seen an email indicating that you
2 sent the dec page via email?

3 MR. JURMAN: Objection.

4 THE WITNESS: I put it in my notes that
5 I sent it via email.

6 BY MR. DOLDER:

7 Q Your notes say you sent it via email?

8 A Correct.

9 Q Okay. Have you seen that email?

10 A No.

11 Q Do you know where that email is?

12 A I do not recall.

13 Q And do you see where the letter says "We
14 will use the figure of 100,000 for example purposes
15 only"?

16 A Yes.

17 Q Now, doesn't that indicate that the demand
18 is not for 100,000, that 100,000 is just an example?

19 MR. JURMAN: Objection.

20 THE WITNESS: It's an example of what
21 they thought our policy was.

22 BY MR. DOLDER:

23 Q That's what you took this to mean, that the
24 author of this letter thought the policy limits were
25 \$100,000?

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1 | A Correct.

2 Q Did it occur to you that you should alert
3 the author of the letter that the policy limits were
4 not \$100,000?

5 A I had already spoken to somebody in that
6 office and advised them of our policy limits.

7 Q So your job was done?

8 MR. JURMAN: Objection.

9 THE WITNESS: I had advised them by
10 phone and sent them a copy of our dec page what our
11 policy limits were.

12 | BY MR. DOLDER:

13 Q Well, but you would agree that the author of
14 this letter is at least writing that he does not know
15 the amount of the policy limits; agreed?

16 MR. JURMAN: Objection.

17 THE WITNESS: I spoke with his
18 assistant.

19 BY MR. DOLDER:

20 Q Yeah, I'm not asking about the assistant.
21 I'm just asking about the language in this letter.
22 Doesn't it indicate to you that the author of the
23 letter is writing that he does not know the policy
24 limits?

25 MR. JURMAN: Objection.

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1 THE WITNESS: I sent them a copy of the
2 declarations page and advising them what our policy
3 limits were.

4 BY MR. DOLDER:

5 Q Yes, ma'am. I'm asking you about the
6 language in this letter. I'm not asking you about
7 what you might have done earlier.

8 MR. JURMAN: Objection.

9 THE WITNESS: Again, I advised that
10 attorney's office what our policy limits were.

11 BY MR. DOLDER:

12 Q And it's your testimony that you read this
13 to mean that the attorney who wrote the letter thought
14 the policy limits were 100,000?

15 A He put that in writing that, yes, that he
16 thought it was 100,000.

17 Q Okay. And you did not correct him after
18 having received this letter?

19 A I had already spoken to his office twice and
20 let them know via mail and his assistant what our
21 policy limits were.

22 Q Yes, ma'am, I understand that testimony.
23 But that was not my question.

24 My question was after you received this
25 letter, did you reach out to the attorney to correct

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1 the understanding as to the policy limits?

2 MR. JURMAN: Objection.

3 THE WITNESS: No.

4 BY MR. DOLDER:

5 Q So was this language about the \$100,000 for
6 example purposes only at all unclear to you?

7 MR. JURMAN: Objection.

8 THE WITNESS: Rephrase your question.

9 BY MR. DOLDER:

10 Q Is this language in Condition A crystal
11 clear to you?

12 MR. JURMAN: Objection.

13 THE WITNESS: No.

14 BY MR. DOLDER:

15 Q Could you have used clarification?

16 A Yes, because I had already advised their
17 attorney's office of our policy limits.

18 Q Did you seek clarification?

19 MR. JURMAN: Objection.

20 THE WITNESS: No.

21 BY MR. DOLDER:

22 Q Why not?

23 A I had already advised the attorney's office
24 and sent them a copy of our declarations page,
25 advising them that our policy limits were \$50,000.

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1 sometimes they don't want them.

2 Q And how do you know that?

3 A By asking them.

4 Q Okay.

5 A And I had already asked if they wanted a
6 certified copy of the policy, and they said no.

7 Q Okay. And but when claimants or their
8 attorneys ask for affidavits as a condition of
9 settlement, you try to provide them; correct?

10 A Yes.

11 MR. JURMAN: Objection.

12 THE WITNESS: Yes.

13 BY MR. DOLDER:

14 Q Okay. And you've provided affidavits like
15 the ones requested here many times in order to settle
16 claims in the past; correct?

17 MR. JURMAN: Objection.

18 THE WITNESS: Yes.

19 BY MR. DOLDER:

20 Q Besides the amount that we've talked about a
21 few times, was there anything about this demand that
22 you found unusual?

23 A No.

24 Q Pretty run-of-the-mill?

25 MR. JURMAN: Objection.

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1 Q It's August 15, 2018; correct?

2 A Yes.

3 Q And this is, as far as you know, the first
4 communication with St. Amand about this claim;
5 correct?

6 A Yes.

7 Q And prior to sending this email, you had
8 received instructions from Mr. Quackenbush and
9 Ms. Greer to retain Mr. St. Amand to convene a global
10 settlement conference; correct?

11 MR. JURMAN: Objection.

12 THE WITNESS: Yes.

13 BY MR. DOLDER:

14 Q Is that correct?

15 A Yes.

16 Q Now, the -- you included the two demands you
17 had received on this email; right?

18 A Yes.

19 Q Okay. And did you ask Mr. St. Amand to do
20 anything with the demands?

21 A To the -- review them.

22 Q Where is that written?

23 A I sent him all the documents for review.

24 Q But did you ask him to review the demands?

25 A I sent him the documents, all the documents,

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1 BY MR. DOLDER:

2 Q Okay. Go ahead.

3 MR. JURMAN: And you know that, and
4 you're being persnickety, per your own thing. So you
5 could ask me [sic] every time, or you could restate
6 your question, but you're going to get the same answer
7 from her, I would hope. Or we can speak with the
8 judge, but all I could do is object.

9 MR. DOLDER: Okay.

10 MR. JURMAN: If you don't like the
11 answer, tell her you don't like the answer and then
12 rephrase it.

13 BY MR. DOLDER:

14 Q Ma'am, do you understand the question?

15 A I gave Mr. St. Amand all the documents to
16 review.

17 Q At any point in time, did you ask
18 Mr. St. Amand to do anything with the demands other
19 than review them?

20 A I did not.

21 Q Okay. See, that was easy.

22 Did you ever ask Mr. St. Amand for legal
23 advice about the demands?

24 A I did not.

25 Q Do you know if anyone else did?

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1 BY MR. DOLDER:

2 Q Did anyone ever tell you that Mr. St. Amand
3 did something other than what he was hired to do on
4 this claim?

5 A I do not recall.

6 Q Prior to working on this claim, had you
7 worked on other claims for Direct General where there
8 was a global settlement conference?

9 A Yes.

10 Q And were you aware in August 2018 whether
11 there were any policies or procedures at Direct
12 General regarding global settlement conferences?

13 A No.

14 Q Under what circumstances would you try to
15 settle cases with a global settlement conference?

16 A As soon as we determine all parties and all
17 their injuries, we attempt -- I would attempt to
18 settle it myself or involve an attorney to help me
19 with the global settlement conference.

20 Q Now, I understand that you ended your work
21 on this claim prior to the global settlement
22 conference; is that right?

23 A Yes.

24 Q Okay. But do you know, do you have any
25 knowledge of what happened at the global settlement

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1 MR. JURMAN: Objection.

2 THE WITNESS: I do not.

3 | BY MR. DOLDER:

4 Q And by the way, this separate Georgia
5 document in the tool kit, that was available to you in
6 August 2018?

7 A Yes.

8 Q And the statutes also?

9 A Yes.

10 Q Did you receive any training from National
11 General on its claim handling guidelines?

12 A When you start with the company, there's
13 always an onboarding class to go over all this.

Q And so you did that a long time ago?

15 A Yes.

Q I guess is it September 2014?

17 A Yes.

18 Q And any update training after September
19 2014?

20 A They have company training. But I've been
21 doing this for a long time. So I don't get as much
22 training.

23 Q Okay. Did you get any training specific to
24 Georgia when you started handling Georgia claims?

A That's why we refer to the tool kit. It has

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1 the information on each state, or I would talk to my
2 supervisor if I had a question.

3 Q Got you. But other than access to the tool
4 kit and access to a supervisor for questioning, no
5 training specific to Georgia?

6 A No.

7 Q I'm going to mark as an exhibit --

8 MR. DOLDER: And, Kerry, if you could
9 tell me what this exhibit is.

10 THE STENOGRAPHER: That will be 14,
11 Rich.

12 MR. DOLDER: 14. And that's what I
13 originally had it marked. Amazing.

14 (Plaintiff's Exhibit 14 marked for
15 identification.)

16 BY MR. DOLDER:

17 Q And this is a 13-page document. It's
18 Bates-stamped DGIC 006753 through 6765.

19 Now, let's start with the first page. You
20 see this looks like an email, and then below it
21 there's a kind of a dialogue, a text dialogue. Do you
22 see that?

23 A Yes.

24 Q Okay. And where does that come from; do you
25 know?